

# **COMMONWEALTH OF VIRGINIA DEPARTMENT OF THE TREASURY**

**REQUEST FOR PROPOSALS # RM 08-006**

for

**PROPERTY AND BOILER & MACHINERY  
INSURANCE PROVIDER**

**J. BRAXTON POWELL  
TREASURER OF VIRGINIA**

Kelley S. Denton, VCO  
Buyer

March 24, 2008

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.

**REQUEST FOR PROPOSALS**  
**RM 08-006**

**ISSUE DATE:** March 24, 2008

**TITLE:** Property and Boiler & Machinery Insurance Provider

**ISSUING AGENCY:** Attn: Kelley S. Denton VCO, Buyer  
Commonwealth of Virginia  
Department of the Treasury  
P.O. Box 1879  
Richmond, Virginia 23218-1879

**USING AGENCY:** Department of Treasury, Division of Risk Management, Richmond, Virginia

Initial Period Of Contract: On or before August 1, 2008 through July 31, 2009 With Four (4) Additional One (1) Year Renewal Periods in Accordance with the Terms and Conditions herein.

Sealed Proposals Will Be Received Until **1:00 p.m. Friday, April 18, 2008**, For Furnishing The Services Described Herein.

An optional pre-proposal conference will be held at 10:00 a.m. on Friday, April 4, 2008 at the Virginia Department of the Treasury, 101 North 14th Street, Monroe Building, third floor conference room. Reference Section X herein.

All Inquiries Shall Be Directed To: Kelley S. Denton by phone - (804) 786 - 4741, by fax - (804) 225-3187 or e-mail – [kelly.denton@trs.state.va.us](mailto:kelly.denton@trs.state.va.us). Written (fax or e-mail) inquiries are preferred.

If Proposals Are Mailed, Mail Directly To Issuing Agency Shown Above, Adding One Line To The Top Of The Address As Follows: Proposal for Property and Boiler & Machinery Insurance Provider Services, RFP # RM 08-006 If Proposals Are Hand Delivered, Deliver To: Proposal for Property and Boiler & Machinery Insurance Provider Services, RFP # RM 08-006, Commonwealth of Virginia, c/o Department of the Treasury, James Monroe Building - 3rd Floor, 101 North 14th Street, Richmond, Virginia 23219, Attn: Kelley S. Denton.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish Property and Boiler & Machinery Insurance Provider Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Offeror's Name:	By (Signature in Ink):
Complete Address:	Name (please print) and Title:
	Date:
City/State/Zip:	Federal Identification Number:
Telephone Number:	Facsimile Number:

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## **SECTION I: PURPOSE**

The purpose of this request for proposals (RFP) is to solicit sealed proposals to establish a contract to provide Property and Boiler & Machinery coverage and services with the Department of the Treasury, Division of Risk Management, an agency of the Commonwealth of Virginia.

A second purpose is to take advantage of the current insurance market by demonstrating the excellent loss history of the Commonwealth; the strong facilities management programs among the state agencies, colleges and universities; and a commitment to safety and security.

A third purpose is to contract with an agent, broker or company that, in addition to providing the needed coverage, will provide service and performance well above acceptable levels, to include:

- Trust and reliability
- Operational efficiency, responsiveness and resourcefulness
- Expert consultation
- Creating solutions to identified needs

## **SECTION II: BACKGROUND**

The Division of Risk Management of the Department of the Treasury is directed by the Code of Virginia to protect the assets of the Commonwealth of Virginia by providing property, boiler & machinery coverage and loss control services. Currently coverage is provided to approximately 230 agencies, institutions, colleges and universities. This includes property valued in excess of \$22 billion covering more than 13,300 separate buildings. The Commonwealth's building information is stored in the Virginia Agency Property System (VAPS). Contractor(s) will have on-line access to VAPS.

### **SECTION III: STATEMENT OF NEEDS**

The Division of Risk Management of the Department of the Treasury is seeking property, boiler & machinery insurance and services for the \$22 billion in property found in some 13,300 separate buildings located statewide. A contractor(s) is needed to assist the Division of Risk Management to develop, recommend, negotiate and place the necessary insurance and provide the essential services. The need is for a strong and trustful relationship among all parties. Our goal is to select a contractor(s) able to demonstrate our shared expectations. We understand much of the industry's position on segregating coverage, at the same time we feel a more seamless approach may be more beneficial to customers by minimizing claims issues and expanding services. The following outline of services is conceptual and illustrates our preferences. It is intended to provide a preview of the scope of services being sought. The final scope of services will be negotiated with the contractor(s) and detailed in a Memorandum of Understanding to become a part of this contract.

1. The preference is for seamless property, boiler & machinery and fine arts insurance.
2. Property limits shall be a minimum of \$500,000,000. Boiler & Machinery limits shall be a minimum of \$100,000,000. Other limits will be entertained.
3. Insurance may be arranged through one insurer or a combination of insurers. The preference is for a single insurer at the primary layer. Insurers must be acceptable to the Division of Risk Management. Specific information on insurers will be negotiated with the contractor(s).
4. A deductible of \$1,000,000 or more will be considered.
5. The contractor(s) shall provide risk management and consultative services, property coverage advice and market information as requested.
6. The contractor(s) shall have an efficient and timely process for providing certificates of insurance to third parties as requested by the Division of Risk Management.
7. The contractor(s) shall have the resources to provide timely, responsive and meaningful assistance with claims and litigation as requested by the Division of Risk Management.
8. The contractor(s) should have the resources to provide skilled technical assistance for new construction or renovation of existing facilities or other issues as requested by the Division of Risk Management. This may include plan review as well as on-site surveys.
9. The contractor(s) shall have the resources to provide facility inspections as requested by the Division of Risk Management.
10. The contractor(s) shall provide an agreed to number of foreseeable and maximum probable loss studies based on a variety of perils, including but not limited to fire, windstorm, flood and earthquake, as requested by the Division of Risk Management. Initial studies are planned for windstorm and flooding.
11. The contractor(s) shall assist in developing a program of building appraisals and valuation as requested by the Division of Risk Management.
12. The contractor(s) shall assist in the development and presentation of property, boiler and fine arts training programs and seminars in coordination with the Division of Risk Management. Initial programs

of immediate loss recovery, water damage and fire prevention from a facilities management perspective are contemplated.

13. The contractor(s) shall have the resources to assist in any development of crisis management and contingency plans as requested by the Division of Risk Management.
14. The contractor(s) shall perform all required jurisdictional inspections of boilers and pressure vessels as requested by the Division of Risk Management.
15. The contractor(s) shall keep the Division of Risk Management apprised of industry experience and trends that may affect the Commonwealth's property program.
16. The contractor(s) shall provide related products and services as requested by the Division of Risk Management.

## **SECTION IV: PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

### **A. GENERAL REQUIREMENTS:**

#### **1. RFP Response:**

Number of Copies. In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and four (4) copies, so marked, of each proposal must be submitted to the Department of the Treasury. Additional copies shall be provided upon request.

#### **2. Proposal Preparation:**

- a. **Submission of Materials.** An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Commonwealth may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. **Small, Women-Owned, and Minority-Owned Business Reports.** All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses, and minority-owned businesses shall be submitted. If an offeror fails to submit all information requested, the Commonwealth may require prompt submission of missing information after the receipt of the vendor proposals.
- c. **Clarity of Proposals.** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. **Organization of Proposal.** Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. **Single Volume.** Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. **Ownership of Materials.** Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be



subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of Section 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN THE REJECTION OF THE PROPOSAL.**

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Commonwealth. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Commonwealth will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.

#### B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal:

##### TAB 1.

The complete RFP (One Copy **in the Original Proposal Only**), the RFP cover sheet and addenda, if any, filled out as required and signed.

##### TAB 2. General Qualifications:

1. Statement of Scope of Work. State in succinct terms your understanding of the scope of work required by Treasury as presented by the RFP.
2. Experience of the Firm. Provide a written narrative statement describing your experiences and qualifications to perform the work described in the Section III. Statement of Needs of this RFP; in addition, if the offeror anticipates using a subcontractor, the same information must be submitted concerning the proposed subcontractor. The narrative statement must address the following:
  - a. A brief history of your firm.
  - b. The firm's philosophy on customer service.
  - c. A list of current, comparable size property insurance clients.
  - d. A brief description of your firm's international facilities and services.
  - e. Your firm's philosophy regarding compensation arrangements, including discretionary and supplemental services.
  - f. Assurances of your firm's financial resources for fulfilling all commitments to the contract.

- g. Complete contact information for all firm account personnel and corporate officers involved in or over the contract in any way.
- h. A description of your firm's marketing philosophy and strategy, and any special relationships you have relative to the type of coverages being sought.
- i. The approach your firm will have to insure a timely renewal process.
- j. Your firm and its relationship to property insurance underwriters, wholesalers, reinsurance companies, and any other insurance organization or activity.
- k. Any other information that may be useful for us to know about your firm and its services.

TAB 3. Professional Qualifications of Personnel Service this Contract.

- a. Management structure and organization.
- b. Qualifications and experience of all personnel assigned to this account.
- c. Information on what the firm will do to ensure personnel assigned to this contract will remain on the account or, if replaced, how the firm will ensure an orderly change in the personnel and continuity in the service.
- d. Any other information that may be useful for us to know about your personnel and your management of this account.

TAB 4. References

Provide names of the four largest similar accounts, preferably public entity accounts serviced by the individual with overall account responsibility. This should include contact information, including current telephone numbers, email addresses, approximate annual premium and the nature of services provided. Do not include the Commonwealth of Virginia or any its agencies or institutions.

TAB 5. Specific plans for providing the proposed services include:

Your company's understanding of the Commonwealth of Virginia, its property, its agencies and risk management programs. We are interested in knowing what you know about the Commonwealth of Virginia, the Department of the Treasury, the Division of Risk Management, the services it provides, and its customers. We want to know your understanding of Virginia state government, its organization, missions, financial issues, risk tolerance, and bureaucratic processes. Reference can be found in our website at [www.trs.virginia.gov](http://www.trs.virginia.gov), in attachments to this RFP and on the other state government agency websites including the Governor's website.

TAB 6. Creative solutions and alternative suggestions:

All offerors are encouraged to be as creative as possible in responding to this RFP. Based on your review of the background information and specific needs and requirements, present new, refined or creative approaches to the challenges presented by this program.

TAB 7. Small Business Subcontracting Plan:

Complete Appendix B

TAB 8. Proposed Pricing:

Proposed price for providing the services does not include cost of insurance. The preferred method is through commissions from the insurance companies. Any alternative methods should reflect insurance cost reduction for commission. If price includes other than commission, the insurers must stipulate costs are less any commission normally paid.

**SECTION V: EVALUATION AND AWARD CRITERIA**

A. EVALUATION CRITERIA: Proposals will be evaluated by the Department of the Treasury, Division of Risk Management using the following criteria:

1. Qualifications and experience of the Offeror. (Weighted at 30%)
  - a. A brief history of the firm.
  - b. The firm's philosophy of customer service.
  - c. A list of current, comparable sized property insurance clients.
  - d. A brief description of the firm's international facilities and capabilities related to property insurance.
  - e. The firm's philosophy and/or corporate standards regarding compensation arrangements, including discretionary and supplementary services.
  - f. Affirmation of the firm's financial strength and resources for fulfilling all commitments to the contract.
  - g. Complete contact information for all firm account personnel and corporate officers involved with the contract in any way.
  - h. An organization chart illustrating the account personnel.
  - i. An explanation of the firm's commitment to transparency.
  - j. The approach the firm will have to a timely renewal process.
  - k. The firm's relationship to property insurance underwriters, wholesalers, reinsurers and any other related insurance organization or activity.
  - l. Any other information that will provide understanding or insight into the firm and its services.
2. Qualifications and experience of personnel who will be assigned to provide the requested and desired services for this account, to include but not be limited to: (weighted at 30%)
  - a. Management structure and organization.
  - b. Resumes demonstrating the qualifications and experience of all personnel assigned to this account.
  - c. Information on what the firm will do to ensure continuity of services if the account experiences personnel change.
  - d. Any other information that will provide understanding and insight into the knowledge, skills and experience of the personnel assigned to this account.
3. Complete Small Business Subcontracting Plan. (Weighted at 20%)
4. Creative, constructive and efficient approaches. (Weighted at 15%)

5. Pricing (Weighted at 5%)

- B. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request For Proposals, including price, if so stated in the Request For Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request For Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, *Code of Virginia*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. See Appendix A.

## **SECTION VI: REPORTING AND DELIVERY REQUIREMENTS**

The Offeror shall meet all the following reporting and delivery requirements:

- A. Binders demonstrating full coverage shall be issued and presented to the Division of Risk Management no later than ten (10) working days or as agreed prior to the policy effective date of August 1, 2008. The binder shall outline the coverage, including limits and deductibles.
- B. The Contractor shall submit the original copies of all verified policies no later than sixty (60) days after award of the contract. Copies of subsequent endorsements shall be provided within thirty (30) working days of approval of the endorsement.
- C. If vendor is selected for renewal, then no later than ten (10) days prior to the expiration or non-renewal of any insurance policy, the Contractor shall issue a binder for the replacement policy.
- D. The Contractor shall meet with TRS/DRM at DRM's request prior to the delivery of the binders, delivery of the policies and no less than sixty (60) days prior to each anniversary of the contract. The purpose is to review policy terms and conditions, exposures, losses, premiums, insurance market conditions and related issues to insure adequacy of coverage. Meetings with individual state agencies will be scheduled as appropriate.

## SECTION VII: GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
  - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.



- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the

records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **OMITTED**
- R. **OMITTED**
- S. **OMITTED**
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

## **SECTION VIII: SPECIAL TERMS AND CONDITIONS**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of the Treasury will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror(s) proposal(s) will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- D. **CANCELLATION OF CONTRACT:** The issuing Agency reserves the right to cancel and terminate any resulting contract with or without cause, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **EXTRA CHARGES NOT ALLOWED:** No additional charges will be allowed under the Contract. Any changes to the scope of services that impact prices must be approved in advance by the Director or Risk Management..
- F. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the Issuing Agency and/or from the Commonwealth's Department of General Services, Division

of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the issuing Agency the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

- G. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- H. **RENEWAL OF CONTRACT:** At a reasonable time (approximately 60 days prior to the Contract expiration date) and upon written agreement of both parties, this Contract may be extended beyond the initial one-year Contract period by the Commonwealth for a period of four successive one (1) year periods only under the terms and conditions of the original Contract, except as stated in (1) and (2) below.
- (1) If the Commonwealth elects to exercise the option to extend the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract prices of the original Contract, or the Contract prices of the original Contract increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.
  - (2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to extend the Contract for the second Additional one-year period, the Contract price(s) for the second additional one-year period shall not exceed the Contract price(s) of the first one-year extension period, or the Contract price(s) of the first one-year extension period increased/decreased by the percentage increase/decrease of the "Other Services" category of the CPI-W section for the Consumer Price Index of the United States Bureau of Labor Statistics for the latest 12 months for which statistics are available.

At a reasonable time (approximately 60 days prior to the Contract expiration date) the Commonwealth, may, at its sole option, give written notice to extend the terms of this Contract on a month-to-month basis for a period not to exceed six (6) months after the expiration of the original contract or any renewal period. If necessary, such an extension will serve as a transition period to implement the service with a different service provider. The Contractor will cooperate in any such transition. During such extension all services provided by the Contractor pursuant to the Contract shall continue to be performed in accordance with all applicable federal, State or local laws, ordinances, rules or regulations at the prices last agreed upon.

- I. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the issuing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- J. **INVOICES:** The Contractor's initial payment shall be paid on the basis of an invoice submitted at the time of the delivery of the insurance binders or policies. Division of Risk Management desires quarterly invoices. Invoices shall be submitted to the Department of the Treasury, Division of Risk Management, Attn: Joyce Palmer, P.O. Box 1879, Richmond, VA 23218-1789. Invoices for all insurance coverage provided should be delivered with the binders, policies and/or endorsements.
- K. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
  - A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
  - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

L. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov) , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

## **SECTION IX: METHOD OF PAYMENT**

The standard form of payment utilized by the Commonwealth is by Electronic Data Interchange (EDI) (See **Appendix C** for description). Unless a different method is agreed upon through negotiations, the contractor must complete the EDI agreements required by the Department of Accounts.

## **SECTION X: OPTIONAL PRE-PROPOSAL CONFERENCE**

An optional pre-proposal conference will be held at 10:00 a.m. on Friday, April 4, 2008 at the Virginia Department of the Treasury, 101 North 14th Street, Monroe Building, third floor conference room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Any changes resulting from this conference will be issued in a written addendum to the solicitation.



## **SECTION XI: APPENDICES**

APPENDIX A	Commonwealth of Virginia Contract
APPENDIX B	Small Business Subcontracting Plan
APPENDIX C	Electronic Data Interchange (EDI)

**APPENDIX A**  
**FORM OF COMMONWEALTH OF VIRGINIA CONTRACT**

Department of the Treasury  
Contract Number **RM 08-006**

This Contract is entered into this \_\_\_ day of \_\_\_, 2008, by \_\_\_\_\_, hereinafter called the "Contractor", and the Commonwealth of Virginia Department of the Treasury, hereinafter called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

**PERIOD OF CONTRACT:** From **August 1, 2008 to July 31, 2009, with four (4) successive one-year options to renew the Contract in accordance with the terms and conditions noted in the Contract.**

**COMPENSATION AND METHOD OF PAYMENT:** If the vendor is a commercial bank, service charges are to be included in the bank's monthly account analysis. If the vendor is not a commercial bank, invoicing and payment will be made in accordance with the Virginia Prompt Payment Act (please refer to Section VII, Par. J).

**CONTRACT DOCUMENTS:** The Contract Documents shall consist of:

- (1) This signed contract;
- (2) The following portions of the Request For **Proposals dated March 24, 2008:**
  - (a) The Statement of Needs
  - (b) The General Terms and Conditions
  - (c) The Special Terms and Conditions, together with any negotiated modifications of those Special Conditions
- (3) The Contractor's proposal dated April 18, 2008 and all written modifications to the Proposal, **including all written vendor responses**, all of which documents are incorporated herein.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 7.15 of the Commonwealth of Virginia's *Vendor's Manual*.

IN WITNESS WHEREOF the parties have caused this Contract to be duly executed intending to be bound thereby, and certify they are authorized to sign this Contract for the Contractor or the Commonwealth.

**CONTRACTOR**

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA**  
**Department of the Treasury**

By: \_\_\_\_\_  
(Signature in Ink)

Name: J. Braxton Powell

Title: Treasurer of Virginia

Date: \_\_\_\_\_

## APPENDIX B

### Small Business Subcontracting Plan

#### Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

#### Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address</b>  <b>DMBE Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract</b>
<b>Totals \$</b>					

## **APPENDIX C**

Please click the link below to view the EDI Guide. Please note you will need Adobe Acrobat Reader Software to view this document.

[Financial Electronic Data Interchange Guide \(EDI\).](#)